

Special Event Management Plan

This Special Event Management Plan (“Plan”) by The Virginia Foundation for Architecture, Incorporated, a Virginia corporation (the “Foundation”) and the Monument Avenue Preservation Society, Incorporated (the “Association”).

RECITALS

Whereas, the Foundation is the owner of the properties located at 2501 Monument Avenue in the City of Richmond, Virginia (the “Property”).

Whereas, the Foundation agrees to limit the use of the Property in connection with Ordinance No. 2013-156-154, adopted September 9, 2013, as amended by Ordinance No. 2013-208-197, adopted October 28, 2013, and Ordinance No. 2020-_____, adopted _____, 2020 by City Council of the City of Richmond, Virginia (the “Ordinance”) authorizing the special use of the Property for the purpose of a museum for architecture and design, artist-in-residence, retail and accessory uses (collectively, “Use”) and special events, specifically reception events, weddings, meetings or other gatherings at the Property (“Events”, which together with the Use is hereinafter referred to collectively as the “Use”), as more particularly described in the Ordinance;

Whereas, the Foundation agrees to further limit the Use of the Property as more particularly described in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valid consideration, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Recitals. The recitals are incorporated herein and made part of this Agreement.
2. Additional Restrictions.
 - a. Events:
 - i. No Event shall involve more than 300 attendees.
 - ii. No more than 5 Events per year shall involve between 200-300 attendees.
 - iii. No more than 50 Events per year shall involve between 150-200 attendees.
 - iv. No more than 50 Events per year shall involve between 75-149 attendees.
 - v. There shall be no limitation on the number of Events per year involving fewer than 75 attendees.
 - vi. No Event shall extend beyond 10:30 p.m. No personnel associated with the Event shall work on the Property beyond 11:30 p.m.
 - vii. No more than 2 Events per week shall involve more than 75 attendees except during the month designed as Design Month by the owner (typically April) and the period between Thanksgiving and New Years Day, during which two periods there shall be no limitation on the number of Events per week.

- viii. No more than 25 Events annually shall be wedding receptions.
- ix. No amplified music shall be operated outside of the building.
- x. All contracts or agreements with third parties shall include a requirement that the parking area located at 2551 Monument Avenue shall be cleared within 30 minutes of the Event ending.

b. Parking.

- i. As long as the owner of the property located at 2551 Monument Avenue permits the owner to use the parking area, it shall be used for all Events and employee parking.
- ii. In the event the parking area located at 2551 Monument Avenue is not available, the owner shall secure a satellite parking area within a 2,500 foot radius of the property for Events exceeding 75 attendees based on a ratio of 1 parking space per 4 attendees for use with a shuttle service, valet parking service or similar transportation arrangement. All guests and event staff shall use the satellite parking area when it is provided.
- iii. For all Events held after normal business hours as defined in the Ordinance where the planned attendance exceeds seventy-five (75) people, temporary directional signage identifying the applicable parking area as the Event parking shall be placed around the perimeter of the property in the most effective possible manner and temporary signage "Resident Parking Only Please" and containing the logo of the owner shall be placed along the streets bordering the property (which include the north and south side of the 2500 block of Park Avenue, the east and west side of the 600 block of North Davis Avenue, and the south side of the 2500 block of Monument Avenue) with placement of the signs similar to the placement of the City's street cleaning signs.

3. Designated Representative. The Association shall provide notice to the Foundation of the designated representative of the Association (the "Designated Representative"). The Foundation shall provide the Designated Representative contact information for an Event staff person in attendance at an Event, including at least a cellular telephone number, for purposes of compliance with the provisions of the Ordinance for that accessory use of the Property for an Event having more than 75 attendees beginning or continuing after 8 p.m. The cellular telephone number shall be published on the owner's website.

4. Meeting. The Foundation will meet annually with the Designated Representative, or at the request of the Designated Representative, will invite the entire Association. At such meeting, the Foundation will provide a report as to the Use of the Property, including the number and size of Events since the previous meeting.

5. Amendment. The Foundation may not amend or assign this Agreement without the consent of the Association, which consent shall be in its sole discretion; provided, the Association shall discuss the proposed amendment or assignment in good faith. The Foundation shall provide the Association notice of the proposed amendment or assignment. In

the event the Association does not respond to the Foundation within sixty (60) days of such notice, the Association shall be deemed to approve the proposed amendment or assignment.

6. Notices. All notices under this Agreement shall be personally delivered, sent via facsimile or via electronic mail, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested). Notices sent via personal delivery, overnight courier service, electronic mail and facsimile will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. A courtesy copy of any notice given by facsimile or electronic mail also shall be mailed to the party receiving the notice. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct in writing by notice given pursuant to this paragraph, but any such notice of a new address shall not be effective until actually received by the other party:

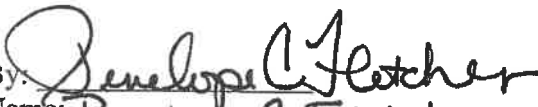
If to the Foundation: The Virginia Foundation for Architecture, Incorporated,
Attn: Executive Director
2501 Monument Avenue
Richmond, Virginia 23220

If to the Association: Monument Avenue Preservation Society, Incorporated
Attn: William Gallasch
2336 Monument Avenue
Richmond, Virginia 23220

7. Miscellaneous. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

Witness the following signatures:

The Virginia Foundation for Architecture,
Incorporated, a Virginia corporation

By: 
Name: Penelope C. Fletcher
Title: Executive Director

Monument Avenue Preservation Society,
Incorporated

By: William F. Gausch
Name: William F. Gausch
Title: PRESIDENT